

Notwithstanding any other provision of this Lease concerning Landlord's Obligations; the periodic expense of insuring the Transmitter Building shall be allocated among the persons owning the same (including Landlord and Tenant) in proportion to the square footage of the respective areas then occupied by such tenants.

ARTICLE IV

CONSTRUCTION, INSTALLATION AND USE OF LEASED PREMISES

(a) Tenant's FCC Applications. Tenant has, or within sixty (60) days of the date of execution of this Lease Agreement Tenant shall have, submitted applications to the FCC for all approvals and permits required to move or establish the Station's antenna and broadcast equipment on the Tower and in the Transmitter Building. Tenant shall use its best, reasonable efforts to obtain such approvals and permits not later than April 1, 1986.

At the execution hereof, or not later than five (5) days after filing thereof, Tenant shall give Landlord a copy of each such application, and thereafter shall give Landlord written notice of any amendment, modification, grant or denial of any such application not later than ten days after the filing or entry of same. Landlord may terminate this Agreement of Lease under this Article if (i) Tenant fails to file such FCC applications within the time set forth herein; or (ii) Tenant fails to use its best efforts to obtain such approval and permits as required herein; or (iii) such applications have not been granted by the FCC within a period of one year after Tenant's filing of its application to the FCC hereunder, or any extension of such date consented to by Landlord in writing. Landlord shall exercise its right of termination under this subparagraph, if at all, by Landlord's written notice of intention to terminate stating the basis for such termination, given to Tenant not later than twenty (20) days prior to the proposed termination date. If Tenant shall not correct the deficiency set forth in the foregoing notice prior to the proposed termination date, Landlord may terminate this Lease effective as of such date without further notice. Upon such termination, the Deposit established under Exhibit D shall be retained by Landlord and the parties shall be relieved of any further obligations hereunder.

(b) Landlord's Regulatory Applications. Landlord has obtained from the Federal Communication Commission (FCC), the Federal Aviation Administration (FAA) and all other appropriate governmental authorities all approvals and permits necessary for the construction of the Tower and the Transmitter Building in accordance with the description thereof set forth on Exhibits A, B and C hereof.

(c) Landlord's Construction. Landlord has retained the services of suitably qualified engineering professionals to design the Tower and related facilities as structurally sound units and to inspect the same during construction. Landlord does not undertake any responsibility for the suitability of the Tower and such facilities for Tenant's broadcast operations. NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE BY LANDLORD WITH RESPECT TO THE SUITABILITY OF THE TOWER, THE TRANSMITTER BUILDING AND RELATED FACILITIES FOR TENANT'S INTENDED USE THEREOF.

Landlord will construct for Tenant an addition to the transmitter building generally in accordance with Exhibit "B" hereto. Upon execution of this Lease, Tenant shall provide Landlord with a Twenty-Five Thousand (\$25,000.00) Dollars deposit to be held by Landlord in a separate interest money market rate bearing account with interest accruing to Tenant. And shall bill Tenant monthly the actual cost of construction as provided in Article III(c) herein. Landlord may retain such part of said deposit to defray any actual cost of work on such addition not previously paid for by Tenant notwithstanding any termination pursuant to Article IV(a) hereof.

Tenant will provide Landlord with name and references of a preferred contractor to perform the construction work. Landlord's approval shall not be unreasonably withheld. If Tenant's preferred contractor is not acceptable to Landlord, then Landlord shall indicate why it objects to Tenant's chosen contractor and Tenant shall submit the name of a second contractor. This process shall continue until a preferred contractor is selected. After receipt of such deposit, and an agreement is reached designating the preferred contractor, Landlord agrees to commence construction with reasonable promptness and to prosecute such construction to completion with reasonable diligence.

(d) Installation of Tenant's Equipment. Tenant, at Tenant's expense, shall install Tenant's equipment in the Antenna Space, including the necessary antennas, transmission lines and microwave equipment transmission lines from the Tenant's Space to the Antenna Space, all according to the description of such installations contained in Exhibits A, B and C hereof. In addition to the requirements of Article IV(g), all work on the Tower by or on behalf of Tenant shall be performed in accordance with plans and specifications and by contractors and riggers all satisfactory to Landlord in its reasonable discretion, and shall be subject to Landlord's reasonable requirements as to the circumstances, timing and sequence of such work. Prior to the commencement of any such work, Tenant shall cause such contractors or riggers to obtain insurance otherwise meeting the requirements of Article VI(c) but affording minimum protection of not less than One Million Dollars (\$1,000,000) in respect to personal injury or death to any one person, of not less than Five Million Dollars (\$5,000,000) in respect to personal injury or death to any two or more persons, and of not less than Five Million

Dollars (\$5,000,000) for property damage. Certificates of such insurance conforming to the requirements of said Article VI(c) shall be provided to Landlord prior to the commencement of any such work. The installation of Tenant's equipment in Tenant's Space shall be the responsibility of and at the expense of Tenant under the supervision and direction of Landlord. All installation shall be consistent with good engineering practices in compliance with all federal, state and other governmental requirements, and with the use of the Premises by Landlord and other tenants. Upon completion of such installations, Tenant shall provide Landlord with a written certificate of Tenant's engineer certifying compliance with the foregoing requirements. All installation costs incurred by Landlord hereunder shall be chargeable to Tenant, at reasonably competitive rates in the area, including any additional costs resulting from interruption of transmissions by other tenants.

(e) Acceptance of Possession. Not later than thirty (30) days after Tenant first commences broadcasting from its antenna on the Tower, as reasonably determined by Landlord's engineers, Tenant shall give Landlord written notice of any asserted defects in the Tower, the Antenna Space, or the Tenant's Space, or any variation thereof from the description set forth in Exhibits A, B and C hereof. Any such defect or variation, except such latent defects as shall not have been reasonably discoverable by Tenant within said notice period, which is not set forth in a notice timely given, shall be deemed waived and accepted by Tenant. If Tenant shall not notify Landlord of any asserted defects during such thirty (30) day period, said facilities shall be deemed accepted by Tenant subject to such defects and variations. Landlord shall have a period of thirty (30) days, or if the nature of the defect or variance is such as will reasonably require a greater period of time, then Landlord shall have a reasonable time after its receipt of such notice within which to correct any defect or variation so long as Landlord proceeds diligently to cure the defect. If any defect or variation not corrected as provided above materially impairs Tenant's broadcasting activities, and if Landlord does not give Tenant Landlord's written undertaking to correct same, Tenant may terminate this Lease upon thirty (30) days' prior written notice. If the defect is to the Transmitter Building, then Tenant shall have right to correct same and deduct the total cost of the correction from future rents. In no event shall Tenant have right or authority to correct any defect or variation on the Broadcasting Tower.

(f) Telephone Equipment. Tenant shall have the right to have its telephone lines for program service and transmission control installed in the Transmitter Building, and extended to Tenant's transmitter equipment together with such terminal equipment as Tenant may reasonably require for said telephone lines, all at no expense to Landlord.

(g) Prior Approval of Landlord. All construction and/or installation done by or on behalf of Tenant and all maintenance, repair, removal or relocation, except routine maintenance, of any of Tenant's equipment on the Leased Premises shall require the prior written approval of Landlord, which approval shall not be withheld unreasonably. Request for such approval shall be in writing and shall be furnished to Landlord at least ten (10) days prior to the proposed work, provided that repairs of an emergency nature may be requested and approved orally upon immediate notice. Such requests shall state with reasonable precision the type of equipment to be worked on, the manner and time of the work to be performed and the precautions to be taken to avoid interference with equipment or broadcasting of others. Landlord agrees to respond to any such requests with reasonable promptness. Any such work must also be consistent with the obligations of Tenant hereunder.

(h) Access. Subject to Subparagraph (g) above, Tenant shall have a right of access to the Tower at all reasonable times for inspection, repair, maintenance and replacement of its equipment, provided, however, that (except as may be provided elsewhere in this Lease) such access and activities shall not unreasonably interfere with the use of the Tower by Landlord or any tenant or user, or interrupt or otherwise adversely affect the continued broadcast operation of Landlord or any other tenant or user. Landlord shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any Tenant's equipment located in the Transmitter Building, provided, however, that (except as may be provided elsewhere in this Lease) such access and activity by Landlord shall not interfere with the use of the tower by any tenant or user, or interrupt or otherwise adversely affect the continued broadcast operation of any other tenant or user. At the outset of the initial term of the Lease, Tenant shall provide to Landlord duplicates of any keys necessary to permit access to Tenant's equipment at said location.

(i) Condition of Tenant's Equipment. The equipment installed by Tenant hereunder shall be and remain the property of Tenant, subject to the rights of Landlord described in Article IX hereof. Tenant shall be fully responsible for the maintenance, modification, removal, and, subject to Landlord's prior approval, any replacement or rearrangement, of Tenant's equipment installed in or upon the Leased Premises, and Landlord shall have no responsibility therefor. Tenant shall keep all of its equipment in safe condition at all times and in compliance with all applicable statutes, rules, regulations, orders, directives of any governmental body and other standards pertaining thereto and pertaining to the Leased Premises. The manner of use and the equipment and devices to be used for any installation, relocation and removal of Tenant's equipment, must be accomplished consistently with good engineering practices and with the quiet and unin-

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interrupted use and occupancy of the Leased Premises by Landlord and other tenants. Tenant shall at all times keep Landlord's property free and clear of any and all mechanic's liens or similar claims that might arise by virtue of Tenant's maintenance, modification, removal or rearrangement of its equipment installed on the Leased Premises and Tenant shall defend, indemnify and save harmless the Landlord of, from and against any such claims, or any costs or expenses, including reasonable attorneys' fees, Landlord may incur in the defense or removal of any such claims. Landlord reserves the right, consistently with good engineering practices, to approve or disapprove the manner of use and the equipment and devices to be used for any installation, relocation or removal of any equipment of any other tenant on the Tower and/or on the Premises, and any decision made by Landlord with respect thereto shall be final and binding on Tenant. Except as provided in Article VIII(a) of this Lease, any delay, disruption or hindrance caused to Tenant, its broadcasting, transmission or business occasioned by the installation, relocation or removal of equipment of other tenants shall not affect or impair Tenant's obligation to pay rent hereunder. Nothing in this Subparagraph (i) shall be construed to limit Tenant's right to pursue any cause of action that may arise as a result of damage to Tenant's equipment. Upon completion of any installation, relocation or removal of equipment by Tenant, Tenant shall promptly notify Landlord in writing. Thereupon, Landlord, at its option, may inspect the installation, removal or relocation of equipment to assure that it has been performed as required by this Subparagraph (i) and if Landlord shall reasonably determine that the work has not been so performed, Tenant shall remove and correct such work to the extent and in the manner required by Landlord. Upon its failure to do so within five (5) days of written notification from Landlord, Landlord may remove and correct such work, and Tenant shall, when invoiced, reimburse Landlord for all reasonable costs and expenses thereof.

(j) Broadcast Disruptions. Any disruption to Tenant's Broadcasting Activities shall be scheduled from 1:00 A.M. to 5:00 A.M. so far as reasonably possible. Landlord shall include a similar scheduling provision in its leases with other tenants, with respect to the Tower or Transmitter Building.

(k) Permitted Use; Nuisances. Tenant shall use the Leased Premises exclusively for the broadcast operations of the Station. Tenant shall not maintain, commit or permit any nuisance or unsafe condition. If Tenant, upon five (5) days' notice from Landlord, shall fail to remedy any such nuisance or unsafe condition, Landlord may do the same, and Tenant shall, when invoiced, reimburse Landlord for the reasonable costs and expenses thereof.

(1) Necessary Permits. Tenant, at its own cost and expense, shall obtain and maintain in effect any and all permits, licenses' and approvals that may be required with respect to Tenant's equipment or activities by each governmental authority having jurisdiction.

ARTICLE V

MAINTENANCE AND REPAIR

During the term of this Lease, Landlord will (1) maintain the Tower so as to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over its operation, and make any repairs and modifications reasonably necessary to maintain the Tower in good condition and in compliance with good broadcast engineering practice, and (2) maintain the Transmitter Building (but not the interior portions of Tenant's Space) so as to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over the ownership or operation of the same and make any repairs and modifications reasonably necessary to maintain the same in good condition and in compliance with good broadcast engineering practice. Tenant shall reimburse Landlord, when invoiced by Landlord, for the cost of any repairs or modifications occasioned by (i) the negligence of Tenant, its agents, servants, employees, contractors or invitees; (ii) a defect or malfunction in, or problem with, Tenant's system, equipment or any attachments thereto; (iii) any safety hazard or violation of any applicable statute, rule, regulation, order, directive or standard relating to, in or caused by Tenant's system, equipment or any attachment thereto; (iv) changes or improvements requested by Tenant which Landlord may then have agreed to perform; or (v) any violation or breach of any provision of this Lease by Tenant or anyone acting under Tenant. In the performance of its obligation to maintain and repair the Tower, and to allow other tenants to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for Landlord to request that Tenant temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Landlord agrees to use its best efforts to schedule such work so far as reasonably possible so as to cause minimal disruption of Tenant's operations, and Landlord will not cause any temporary interruption of Tenant's transmission and broadcasting activities under this provision unless such interruption to Tenant's operations is required by and consistent with good engineering practices. Tenant agrees to cooperate with Landlord and to comply with and honor Landlord's reasonable requests for temporary cessation of transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of such work.

ARTICLE VI

INDEMNITY AND INSURANCE

(a) Indemnification. Tenant hereby assumes all risk of and responsibility for, and agrees to defend, indemnify and hold harmless Landlord, its officers, directors, employees and agents (the "Indemnified Parties") from and against any and all claims, demands, suits and proceedings made or commenced by any party against any of the foregoing, for loss of life, personal injury, loss or damage to property or other damage caused by, resulting from or arising out of or by virtue of (i) the use of the Tower, the Transmitter Building or the Premises by Tenant, its agents, servants, employees or invitees, or (ii) the performance by or carrying out by Tenant of any of the terms and conditions hereof, or (iii) the failure of Tenant to perform any term, covenant or condition required to be performed by Tenant hereunder, or (iv) any damage or injury that may occur as a result of an unsafe condition, or of any negligent installation or maintenance of Tenant's equipment to the extent such condition or installation maintenance is the responsibility of Tenant hereunder, or (v) Tenant's failure to comply with any applicable statute, rule, regulation, order or other standard pertaining to the use or installation of Tenant's equipment; and (vi) from and against any and all judgments, recoveries, settlements, costs expenses and losses that may be incurred by any of the Indemnified Parties as a result of any such claim, demand, suit or proceeding, including but not limited to attorneys' fees, court costs and expenses incurred in responding to or defending any such claim, demand, suit or proceeding. If any suit or proceeding shall be instituted against Landlord for which indemnification would be required under the provisions of this Article, Landlord shall, with reasonable promptness, give written notice of same to Tenant. Subject always to Tenant's demonstration to Landlord's reasonable satisfaction of Tenant's continuing financial capacity to respond to any resulting indemnity obligations hereunder, Tenant shall have the right to assume the defense of the case at Tenant's sole and separate expense, provided, however, that, at Landlord's expense, Landlord shall be entitled to designate counsel of its choosing to associate with Tenant's counsel in the defense of said proceeding. Landlord shall cooperate fully in all respects with the Tenant in any defense, compromise or settlement, including, without limitation, providing Tenant with all pertinent information under the control of Landlord. If after such notice Tenant does not assume control of such defense, it shall nevertheless be kept informed and be consulted by Landlord with respect to the litigation but shall be bound by the results obtained by Landlord insofar as the claim against Landlord is concerned.

(b) Workers' Compensation Insurance. Before commencing any installation, maintenance work or removal on the Premises, Tenant shall procure and thereafter maintain at Tenant's expense, worker compensation insurance coverage with a responsible insurance company, qualified to do business in Florida, reasonably acceptable to Landlord. Said insurance shall provide for the payment of compensation in accordance with the laws of the State of Florida for all workers hired or employees employed by Tenant or its contractors or subcontractors, and shall further insure Landlord against any and all liability for personal injury or death of such workers and employees. Prior to the commencement of any such installation, maintenance, work or removal, Tenant shall provide Landlord with a certificate of insurance, which certificate shall contain a provision for thirty (30) days' prior written notice to Landlord of any cancellation or change.

(c) Tenant's Liability Insurance. Tenant shall procure and maintain, at Tenant's expense, throughout the Initial Term and any Renewal Term, a policy or policies of comprehensive general liability insurance, with contract liability coverage, with respect to all of Tenant's operations and activities on the Premises, including but not limited to operations of contractors and the operation of vehicles and equipment and negligence of Tenant, and naming Landlord and Tenant as co-insureds, issued by and binding upon a responsible insurance company qualified to do business in the State of Florida and reasonably satisfactory to Landlord. Tenant shall keep all premium payments current and upon request, shall provide Landlord with written assurance that acceptable insurance is in effect. Such insurance shall afford minimum protection of not less than One Million Dollars (\$1,000,000) in respect to personal injury or death to any one person, of not less than Three Million Dollars (\$3,000,000) for injury or death for two or more persons, and not less than One Million Dollars (\$1,000,000) for property damage so long as commercially available at reasonable cost. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit under the policy. Tenant shall obtain such additional insurance and/or increase the foregoing limits as Landlord may, from time to time, reasonably require by written notice. Tenant shall also cause any contractors or subcontractors performing any work on the Tenant's equipment and/or making repairs or changes thereto, or otherwise performing work on behalf of the Tenant, to procure comprehensive public liability insurance complying with this subparagraph. Concurrently with the execution of this Agreement and thereafter prior to the expiration of any applicable policy or the performance of any work on the Leased Premises, Tenant shall give Landlord a certificate of insurance for each insurance policy required in this Article or, if applicable, Article IV, and said certificate shall contain a provision for thirty (30) days' prior written notice to Landlord of any cancellation or change.

(d) Landlord's Right to Procure Liability Insurance. If Tenant shall fail to procure or maintain the insurance policies required in this Article or shall fail to cause its contractors or subcontractors to procure and maintain such insurance policies, Landlord may, but it shall not be obligated to, procure and maintain such policies at Tenant's expense. Any amounts paid by Landlord for such insurance shall be paid by Tenant to Landlord, when invoiced.

(e) Limitation. Nothing in this Article VI shall be deemed to impair, decrease, modify or otherwise affect the obligation of any party under any other provision of this Lease Agreement.

ARTICLE VII

RISK OF LOSS; LOSS OF USE

Tenant shall have the full risk of loss from any and all causes for all of its equipment located or installed in, on or around the Leased Premises. Landlord shall have no responsibility and shall not be liable for damage or destruction thereto, or for losses resulting from any such damage or destruction.

Landlord shall not be liable to Tenant or anyone claiming under or through Tenant for any loss or damage caused by the acts or omissions of any other tenants of the Premises or the malfunctioning or interruption of any service, utility, facility or installation supplied by Landlord or any other party.

IN NO EVENT SHALL LANDLORD BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES RESULTING FROM TENANT'S INABILITY TO TRANSMIT OR BROADCAST, UNDER ANY CIRCUMSTANCES, AND TENANT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS HEREBY EXPRESSLY WAIVES ALL SUCH CLAIMS OF CONSEQUENTIAL DAMAGES WITH RESPECT TO THIS LEASE, THE PREMISES OR ANY PART THEREOF, OR TENANT'S OPERATIONS HEREUNDER, AND HEREBY EXPRESSLY RELEASES, RELIEVES AND DISCHARGES LANDLORD OF AND FROM ANY SUCH CLAIMS.

Landlord shall procure replacement cost fire and extended coverage insurance with respect to the Transmitter Building for the benefit of each owner of the same, as such owner's interest may appear. Such policy shall provide for such deductibles, endorsements or other features as a qualified insurance advisor (which may be Landlord's regular insurance advisor) selected by Landlord shall recommend. Landlord shall invoice each tenant, including Tenant hereunder, its proportionate share of such insurance in accordance with the proportions established in Article III(c). Landlord shall be designated sole loss payee and insurance trustee in connection with any such insurance policy, and Landlord shall have the right to expend all or any portion of such proceeds in the repair, reconstruction or replacement of the

Transmitter Building in accordance with Article VIII(b) hereof.

ARTICLE VIII

DESTRUCTION OR DAMAGE TO TOWER

(a) Damage to Tower. If the Tower shall, with or without fault of the Landlord, by any cause be totally or partially destroyed or damaged so as to cause total termination of broadcasting from the Antenna Space, this Lease shall remain in force and effect, except that Tenant's obligation to pay rent shall cease at the time the Antenna Space is unsuitable for broadcast transmissions and shall not resume again until such time as Tenant is notified by Landlord that Tenant may resume the commencement of regular broadcast services. Landlord shall repair, reconstruct or replace the destruction or damage to the extent necessary to allow broadcasting as soon as reasonably possible. If within thirty (30) days following the destruction or damage, Landlord has not completely repaired, reconstructed or replaced the destruction or damage to the extent necessary to allow broadcasting, or if Landlord has not substantially commenced reconstruction or repair and provided Tenant with written notice of the approximate date that it can resume broadcasting then Tenant may, at its option cancel this Lease Agreement by written notice to Landlord, in which event Tenant shall be released from any further obligations hereunder, except such obligations as shall have accrued prior to such destruction or damage. The foregoing right of termination shall not apply with respect to any delay in Tenant's resumption of broadcast activities occasioned by Landlord's exercise of its rights as set forth in the last sentence of Article VIII(b).

The Landlord shall reconstruct, repair or replace the Tower within a reasonable time after said destruction or damage, putting the Tower in such condition as will comply with all of the terms and conditions of this Lease, provided that in no event shall Landlord be responsible for any delay which may result from governmental regulations, inability to obtain labor or materials or any other cause beyond Landlord's reasonable control.

(b) Damage to Property Owned In Common By Tenant and Others. If the Transmitter Building shall, with or without fault of the Landlord, by any cause, be totally or partially destroyed or otherwise so damaged as to cause termination of broadcasting by Tenant from the Premises, unless this Lease Agreement shall be terminated in accordance with Article VIII(a), Landlord shall promptly perform such repairs or reconstruction as shall be necessary to restore any such facility owned in common by Tenant and others with reasonable promptness. Nothing herein shall obligate Landlord to expend in such repair or reconstruction more than the aggregate insurance proceeds received on account of such damage or destruction. If Landlord concludes, in Landlord's

reasonable judgment and discretion, that insurance proceeds will be insufficient to completely repair or restore the property so damaged or destroyed, Landlord shall assess each owner of such facility its proportionate share of the shortfall. Tenant shall pay its share when and as invoiced by Landlord. Landlord shall have the right, but not the obligation, to defer performance of any repair or reconstruction work pending receipt of payment of such assessment by all tenants.

(c) Insurance proceeds. The proceeds of any insurance which may be collected by Landlord on account of any such damage or destruction shall be the sole property of the Landlord, except for recovery for property of Tenant in which case Tenant shall be the sole owner of such proceeds. Tenant agrees that insurance proceeds collected with respect to damage or loss of commonly-owned property shall be made available to Landlord for restoration or reconstruction of such property in accordance with Article VIII(b) hereof and this obligation shall survive any termination or expiration of this Lease.

ARTICLE IX

DEFAULT

(a) Lien or Encumbrance. It shall be the responsibility and obligation of Tenant to pay all taxes imposed upon, or assessed with respect to, Tenant's equipment including its antenna and transmission lines on the Tower and its interest in the Transmitter Building. Tenant shall not allow any lien or encumbrance to be placed against Landlord's property or the Transmitter Building for failure to pay any such tax or for failure to pay any other debt finally resolved in judicial proceedings to be due, whether or not such person be a taxing authority or other creditor, provided that Tenant, at its expense, promptly shall take all action necessary to obtain the release of any lien or encumbrance. However, the claim or taxes may be contested in good faith if and so long as (i) Tenant shall post a bond against such tax lien or claim in form and from a surety reasonably acceptable to Landlord and (ii) enforcement of such claim or taxes or loss or forfeiture of the property in question shall be effectively stayed. Failure of Tenant to comply with this Article IX(a) may be declared a default under this Lease by Landlord.

Upon the occurrence and continuation of a violation by Tenant under the provisions of this Article IX(a), Landlord, in its sole and absolute discretion, after giving not less than fifteen (15) days' written notice to Tenant, shall have the right to pay any such tax, lien or encumbrance on Landlord's property or upon the Transmitter Building and any amounts so paid by Landlord together with any reasonable expenses, including attorneys' fees, incurred

by Landlord in connection therewith shall be reimbursed by Tenant on demand.

(b) Default Reentry. In the event of any failure of Tenant to pay any rental or other sums when due hereunder (items invoiced by Landlord being due within twenty (20) days of receipt) for a period of more than ten (10) days after notice of non-payment shall be given by Landlord to Tenant, or in the event Tenant defaults in performing any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenant, for more than thirty (30) days after notice of such other default shall be given to Tenant by Landlord, or in the event Tenant suffers this Lease to be taken under any writ of execution, then Landlord, besides other rights or remedies it may have, shall have the immediate right (i) to terminate this Lease or reenter and attempt to relet without terminating his Lease and (ii) in either such event, to remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

(c) Application of Rent Deficiency. If Landlord, without terminating this Lease, either (i) elects to reenter and attempts to relet, or (ii) takes possession pursuant to legal proceedings, or (iii) takes possession pursuant to any notice provided by the law, then it may, from time to time make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied to payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly when invoiced. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate his Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any

other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees and the excess, if any, at the time of such termination of the amount of rent and charges equivalent to rent reserves in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(d) Expense Reimbursement. In addition to any other remedies Landlord may have at law or equity and/or under this Lease, Tenant shall pay upon demand all Landlord's costs, charges and expenses, including fees of counsel, agents and others retained by Landlord, incurred in connection with the recovery of sums due under this Lease, or because of any breach of any covenant under this Lease or for any other relief against Tenant. In the event Landlord shall bring any action against Tenant for relief hereunder and Landlord shall prevail, Tenant shall pay Landlord's reasonable attorneys' fees and all court costs. Likewise, in the event that Tenant shall bring any action against Landlord for relief hereunder and Tenant shall prevail, Landlord shall pay Tenant reasonable attorney's fees and all court costs.

(e) Bankruptcy, Insolvency. If Tenant shall become bankrupt, file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, and said situation shall exist for a period of thirty (30) days, then and in that event, this Lease shall at the option of Landlord be cancelled and terminated and any party claiming on behalf of Tenant shall not have any rights whatsoever under this Lease.

(f) No Waiver. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof, be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default of any of its covenants or conditions hereunder an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of

such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease on account of such default.

(g) Cumulative Remedies. The rights and remedies given to Landlord by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by virtue of a default under this Lease, and the exercise of one such right or remedy by Landlord shall not impair Landlord's standing to exercise any other right or remedy.

(h) Landlord's Lien. Subject to original equipment financing agreements, Tenant hereby grants to Landlord, and Landlord shall have, a landlord's lien on Tenant's equipment to secure payment of all amounts due hereunder. Unless Landlord waives its security interest and lien in writing, Landlord shall be entitled to possession, foreclosure, sale and all other remedies provided by law in connection with such lien. However, in furtherance of such rights or following waiver of those rights, Landlord may require Tenant to remove its equipment within thirty (30) days after termination of this Lease. Equipment not so removed shall be deemed abandoned and shall become the property of Landlord.

ARTICLE X

CONDEMNATION AND DISMANTLING

(a) Condemnation. If the Leased Premises, or any part or portion thereof, are condemned, or taken, or ordered dismantled, by any governmental authority, agency or entity having the power of eminent domain or condemnation, or other power to order dismantling, so as to make unusable the transmission facilities used by Tenant and if, in the case of a taking of less than all of the Landlord's Premises, within thirty (30) days after possession is taken by such condemning authority, Landlord does not elect to restore the remaining portions of the Leased Premises so as to permit Tenant's transmission facilities to be returned to usefulness within one year, then this Lease shall terminate from the time possession is taken by the condemning authority, or dismantling is begun, as the case may be, and Tenant shall have no obligation for the payment of rent hereunder for any period thereafter, except that any rent which has accrued during any period prior thereto which is not yet fully paid shall become immediately due and payable in full.

(b) Condemnation Award. With respect to the condemnation of all or any portion of the Leased Premises, Tenant shall not be entitled, and hereby waives any right, to share or participate in any condemnation award received by Landlord or any holder or

holders of mortgages, deeds of trust, fee simple interests or other property interests in the Leased Premises. Unless Landlord shall elect to restore the Leased Premises as provided in Section (a) hereof, any condemnation award received by Tenant with respect to its interest in the Transmitter Building shall belong to Tenant. If Landlord shall elect so to restore, then such award shall be made available to Landlord to pay for of the costs of such restoration of the Transmitter Building. If Landlord concludes, in Landlord's reasonable judgment and discretion, that the sum of all condemnation awards turned over to Landlord as provided above will be insufficient to complete such restoration of the Transmitter Building, Landlord shall assess each tenant its proportionate share (determined in accordance with Article III(c)) of the shortfall. Tenant shall pay such amounts to Landlord when and as invoiced. Landlord shall have the right, but not the obligation, to defer performance of any restoration work pending receipt of payment of such assessment by all tenants.

(c) Modification of Premises. Should any governmental authority order or direct Landlord to make any alteration to the Leased Premises, any delay, disruption or hindrance caused to Tenant, its broadcasting, transmission or business, occasioned thereby, shall not affect or impair Tenant's obligation to pay rent hereunder. Such required alterations shall be made by Landlord as promptly as reasonably possible, provided that the costs of any such alterations to the Transmitter Building shall be reimbursed by Tenant in accordance with its respective percentages of ownership.

ARTICLE XI

REMOVAL OF EQUIPMENT

At any time during the term of this Lease, and upon expiration or termination without default thereof, Tenant, if not in default hereunder, shall have and is hereby granted the right to request that Landlord dismantle, disconnect and remove, at Tenant's expense any and all equipment owned by Tenant which may be installed in or connected to the Tower; provided, however, that such right shall not apply to Tenant's proportionate interest in the Transmitter Building, which shall revert to Landlord upon the expiration or earlier termination of this Lease. If Tenant shall not have made written request of Landlord for the removal of Tenant's equipment within thirty (30) days from and after said expiration or termination, such equipment and property shall be considered to be abandoned by Tenant and become the property of Landlord. Upon receipt of timely written notice to remove, Landlord shall effect such removal within a reasonable period of time consistent with the preservation of the safety and integrity of the Tower and any equipment located thereon. All expenses incurred by Landlord in effecting any such removal shall be paid

by Tenant when invoiced.

ARTICLE XII

INTERFERENCE

(a) Interference by Tenant. Tenant understands that Landlord intends to grant to other tenants facilities and/or rights which are the same as, or similar to, those granted herein to Tenant. Tenant will endeavor in good faith to conduct its activities in accordance with sound electronic and engineering practice and will cooperate with other tenants and potential tenants so as to anticipate and prevent interference. If any engineering statement is presented to or by Landlord confirming that Tenant's broadcasting, transmitting or activities, in or on any portion of the Leased Premises are causing interference to another tenant or Landlord, Tenant shall promptly and at its sole expense correct the condition causing such interference.

(b) Interference to Tenant. Similarly, upon determination that any other tenant is causing interference with Tenant's broadcasting, transmitting or activities in or on any portion of the Leased Premises, Landlord will use its best efforts to cause such other tenant to promptly correct the condition causing such interference.

(c) Interference Defined. As used herein and throughout the Lease, interference with a broadcasting activity shall mean a condition existing which constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the FCC then in effect.

(d) Dispute as to Interference. Any dispute as to whether interference is being caused or as to who is causing such interference which remains unresolved for longer than seven (7) calendar days shall be submitted to a consulting electronic engineer who is not retained or otherwise employed by Landlord or any other tenant whose antenna is located on the Tower, and the determination of such consulting electronic engineer shall be final and binding on all parties. The consulting engineer shall be jointly selected by the engineering firm of Lohnes & Culver, Washington, D.C. and by an engineering firm selected by Tenant. If a consulting engineer is not selected by the two engineers within seven (7) days after either party requests in writing to said engineers that a selection be made then either party may request that the most senior federal district judge (based on years on the federal bench) for the district which includes Miami, Florida, select such consulting engineer and such selection shall be binding on the parties hereto. The expense of the consulting engineer so selected shall be paid by the party or parties determined to be

responsible for causing the interference. If it is determined that all parties are equally responsible for such interference the expense of the consulting engineer shall be shared equally by such parties as determined to be responsible for causing such interference.

(e) Consolidation. Any dispute submitted for determination by such consulting electronic engineer selected in accordance with the provisions of Subparagraph (d) of this Article XII may, at the instance of Landlord or Tenant, be consolidated with any other related dispute between Landlord and any other tenant, for determination by such consulting engineer. No proceeding for determination of any such disputes by such consulting electronic engineer shall include, by consolidation, joinder or any other method, parties other than Landlord and any one or more tenants of locations on the Tower or in the Transmitter Building. Any tenant of Landlord on said Tower or in said Transmitter Building which is substantially involved in a common question of fact or law before said consulting electronic engineer whose presence is required if complete and effective relief is to be achieved by all tenants and by Landlord as affected, may, at the instance of Landlord or Tenant hereunder, be joined as a party to the dispute. If requested to do so, Tenant hereby agrees to join in any proceeding initiated by another tenant on the Tower pursuant to similar provisions in any lease between Landlord and such other tenant. The decision of the selected consulting electronic engineer determining the dispute between Landlord and Tenant hereunder shall be final and binding as well as upon all parties which shall have been joined in the dispute pursuant to the provisions of this Subparagraph (e) of Article XII.

ARTICLE XIII

EMERGENCY WORK

(a) Action by Landlord. If circumstances occur, or threaten to occur, from which Landlord may reasonably conclude that damage is likely to occur to the property of Tenant, of Landlord, of any other tenant or of any other person, or that substantial threat to life will exist, before agents of Tenant can be advised and respond, Landlord, without notice to Tenant, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines of Tenant and take any other action which, in Landlord's discretion, may appear necessary, with respect to the property of Tenant, or of Landlord, without any liability whatever on the part

of Landlord for any damage whatsoever which such action may cause.

(b) Non-Emergency Repairs. In the event of need for repair or maintenance of the Tower, or of the equipment of Tenant, and if such repairs or maintenance are not, in the discretion of Landlord of an emergency nature, then Landlord shall have the right, upon ten (10) days notification to Tenant, to undertake such repair or maintenance at its convenience, or to require Tenant to do so, if the same relates to Tenant's equipment. In such cases, Landlord and Tenant agree to try to coordinate such activities in such manner as will minimize any interruption that may be caused to Tenant's broadcast activities or to the broadcast activities of any other tenants.

(c) Cost of Repairs. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in performing any work and services under the terms of this Article XIII upon or with respect to equipment of Tenant.

ARTICLE XIV

ASSIGNMENT

(a) By Landlord. This Lease may be assigned by Landlord.

(b) By Tenant. Without the prior written consent of Landlord which shall not be unreasonably withheld, Tenant shall not assign or sublease this Lease or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this Lease or any interest therein. Tenant may assign its rights and obligations under this Lease to any party acquiring the license for the Station pursuant to prior FCC approval, provided that such assignment shall not adversely affect the Landlord's federal income tax deductions or credits with respect to the Landlord's Premises or any improvements thereon and provided also that such acquiring party has a substantially similar credit rating as Tenant and agrees in writing to assume, be bound by and comply with all of the terms and conditions of this Lease. Upon written acceptance of any assignment, Landlord will recognize a novation and agrees to release Tenant from all future liability under this Lease. No assignment shall be effective as against Landlord for any purpose, unless all sums due from Tenant, together with any costs to Landlord to cover reasonable legal and other expenses of Landlord in connection with such assignment, shall have been paid to Landlord. Landlord's consent to one assignment by Tenant or

acceptance of performance from an assignee shall not be deemed a waiver by Landlord of the restrictions of this Article XIV as to subsequent attempts to assign by Tenant or by Tenant's heirs, successors, assigns or subtenants. As used herein the terms Landlord and Tenant shall be deemed to include their respective heirs, successors and assigns.

ARTICLE XV

ALTERATIONS

Tenant shall not demolish, remove or modify any installations, additions, fixtures, structures or other improvements now or hereafter attached to the Premises or any structure thereon, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

ARTICLE XVI

UTILITIES

Tenant shall be responsible for furnishing and paying for all gas, fuel, air conditioning, telephone, electricity and all other utility services directly and only utilized by it. Tenant shall arrange for separate metering of all such installations serving the Leased Premises.

ARTICLE XVII

SUBORDINATION

This Lease is subject and subordinate at all times to the lien of existing and future mortgages on the Premises and any improvements thereon. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of all such mortgages as may be desired by the mortgagee, provided that in the instrument of subordination, the mortgagee (or trustee) agrees for itself and its successors and assigns, that so long as Tenant shall not be in default under this Lease, the mortgagee (or trustee) and its successors and assigns will not disturb the peaceful, quiet enjoyment of the demised premises by Tenant. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably,

to execute and deliver any such instrument for and in the name of Tenant. If this Lease is so subordinated, no entry under any such mortgage or sale for the purpose of foreclosing the same or repossessing or other action pursuant to such mortgage or other security indenture shall be regarded as an eviction of Tenant or its successors or assigns, constructive or otherwise, or give Tenant or its successors or assigns, any rights to terminate this Lease. In any event, Tenant shall attorn to such Mortgagee or mortgagees and any assignee or purchaser therefrom.

ARTICLE XVIII

SUCCESSORS

The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon, the parties hereto and their respective heirs, legal representatives and successors.

ARTICLE XIX

NOTICES

Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to be notified as follows:

TENANT: Rainbow Broadcasting Company
1525 South Ocean Drive
Ft. Lauderdale, Florida 33316

With copy to:

Richard W. Hoffman, Esq.
Fromberg, Fromberg, Gross
& Shore, P.A.
420 South Dixie Highway, 3rd Floor
Coral Gables, Florida 33146

LANDLORD: Bithlo Tower Company
c/o Guy Gannett Tower Company
P.O. Box 1731
Portland, Maine 04104
(Attn: Charles R. Sanford)

With copy to:

Richard Edwards
WINZ, Inc.
4330 N.W. 207th Drive
Miami, Florida 33055

and shall be deemed received on the date of delivery to such address or, if mailed, on the date stamped on the return receipt.

Either party may change its address for delivery of notice by giving notice of a change of address in compliance with the terms of this Article XIX.

ARTICLE XX

CERTIFICATE

After the commencement of the term of this Lease, from time to time, within five (5) days after written request therefor, Tenant shall deliver to Landlord or to any mortgagee of Landlord a certificate stating that Tenant has entered into occupancy of the Premises in accordance with the provisions of this Lease, that this Lease is in full force and effect, that Landlord has performed the covenants, agreements or conditions required of Landlord if such be the case (and if such not be the case, then Tenant shall list those covenants, agreements or conditions not so performed) and any such other information reasonably requested by the Landlord or such mortgagee. Landlord will also provide Tenant or Tenants designee with the same or similar information upon reasonable request.

ARTICLE XXIV

MODIFICATIONS

Any agreement between the parties hereto shall be ineffective in changing, modifying or discharging this Lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, modification or discharge is sought to be enforced. This Lease supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof.

ARTICLE XXV

RECORDING OF LEASE

Landlord and Tenant agree that this Lease shall not be recorded, and that each will execute a short form memorandum of this Lease for recording if requested to do so by the other.

ARTICLE XXVI

ADDITIONAL ACTIONS

The parties shall cooperate with each other, take any additional action and execute any additional documents necessary or appropriate to accomplish the purposes of this Lease or to preserve and further the rights of the parties hereunder.

ARTICLE XXVII

PARAGRAPH HEADINGS

Paragraph headings used in this Lease are for convenience of the parties only and shall in no way be used to interpret or construe the agreement of the parties.

ARTICLE XXVIII

COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this agreement as of the day and year first above written.

WITNESSES:

LANDLORD: BITHLO TOWER COMPANY

By GANNETT TOWER COMPANY, Partner

Charles R. Gaylor
Eric E. Vokach

By: Robert M. Melton
Its: ex. v. p.

By MPE TOWER, INC., Partner

Paul W. Woyta
Bruce D. Quacke

By: Wendell Conlee
Its: President

TENANT:

M. J. [Signature]
[Signature]
9812C/

By: [Signature]
Its: PARTNER

BITHLO TOWER

Location - Geographical - Near State Road 420 in Bithlo
Quadrangle Northeast of Town of
Bithlo

Compass - Latitude 28° 34' 51 sec
Longitude 81° 04' 32 sec

Structure - Tower - 1674 ft. in height at mean sea
level above ground 1609 ft.

Triangular face tower not less
than 10 ft. base - strobe lit

Guy Point anchors to be driving
Pilings - 70% guying

RCC Platforms at 1400 ft -
1000 ft.; 600 ft level

Compliance - Will be in compliance with or
exceed all Orange County windload
requirements

FAA approval issued September 7,
1983.

EXHIBIT A

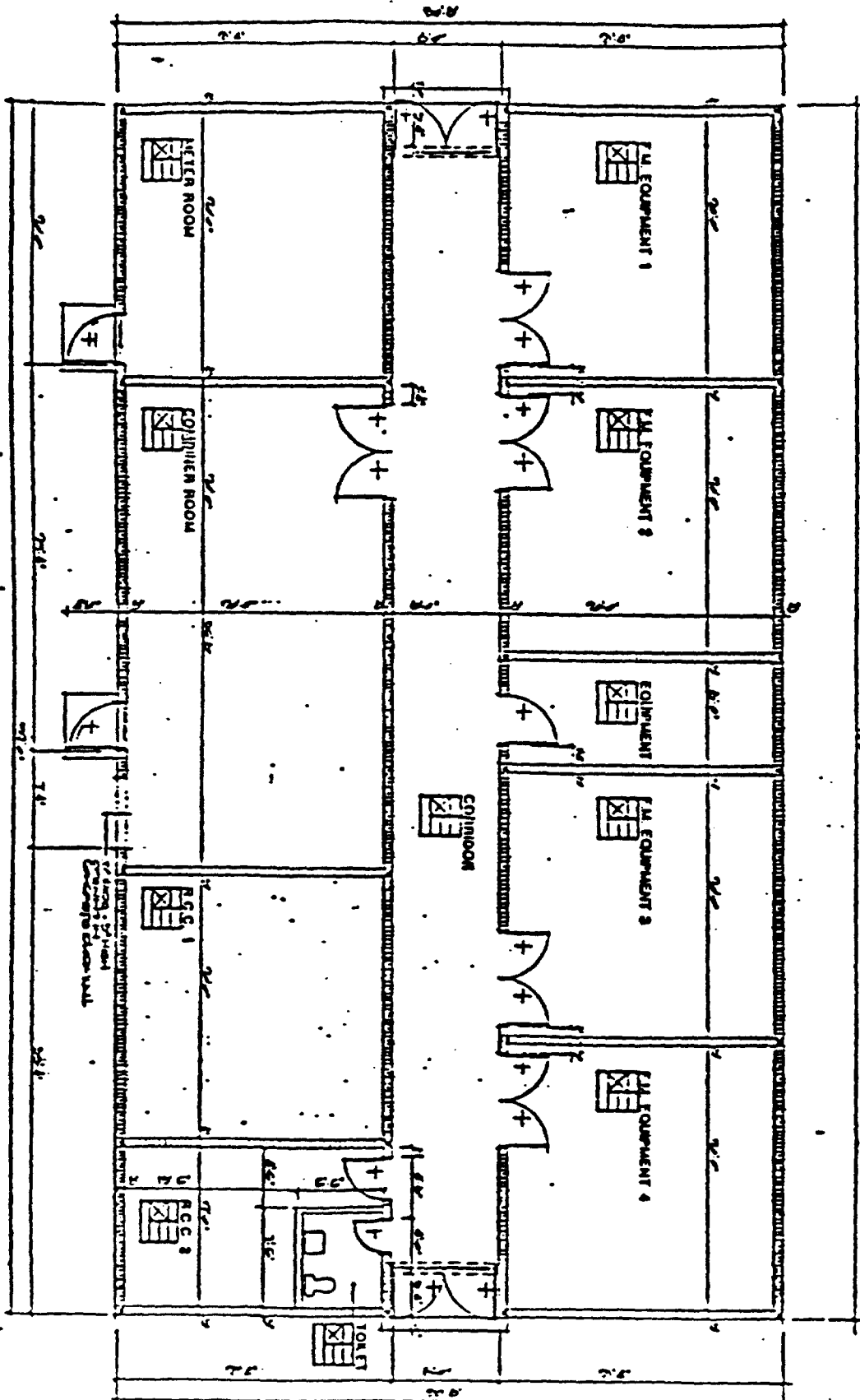


EXHIBIT B
-28-